

The Coca-Cola Company

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ATLANTA, GEORGIA 30313

ORIGINAL

BY E-MAIL PDF AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 14, 2013

Ms. Maria Goodine
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

RE: Lower Darby Creek Area Superfund Site, Operable Unit 1 – Clearview Landfill, Darby Township, Delaware County and Philadelphia, Pennsylvania

Dear Ms. Goodine:

The Coca-Cola Company (the "Company") is in receipt of your request for information, dated February 19, 2013, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., and relating to the Lower Darby Creek Area Superfund Site in Philadelphia, Pennsylvania (the "Lower Darby Creek Superfund Site" or the "Site"). This correspondence responds to that information request on behalf of "Coca-Cola Refreshments USA, Inc." as explained further below.

Your information request asked for responses to certain specific questions. Our responses to the same are attached as **Appendix A** to this correspondence.

In general response, the Company is a maker and marketer of non-alcoholic beverage products for human consumption. As part of the beverage manufacturing process, we operate a franchise system in the United States and around the world whereby we contract with independent bottling companies ("independent franchise bottlers") to produce and distribute many of our finished beverage products. The substances handled, used, transported, and/or generated at or from facilities producing and/or distributing our finished beverage products, including at independent franchise bottlers, are mostly food-grade materials and typically do not qualify as hazardous substances.

Coca-Cola Refreshments USA, Inc. ("CCR USA") currently owns and operates the Philadelphia Coca-Cola Bottling Company, a system of bottling facilities in the Philadelphia area ("PCCBC"). The Company acquired PCCBC in 1982, and then sold the ownership interest to an independent franchise bottler located in New York. Between 1982 and 2008, the Company held a minority interest in PCCBC. In 2008, the Company once again acquired PCCBC and for the next three years owned and controlled it. In 2010, the Company formed CCR USA as a wholly-owned subsidiary of the Company responsible for North American operations, including the operations of formerly independent bottling facilities that the

Company had acquired. As part of that reorganization, PCCBC was placed under the control and operations of CCR USA.

Upon receipt of your information request, we conducted an internal investigation in order to appropriately respond to the same. That investigation included a search for relevant documents as well as interviews with relevant current and former employees of the Company, CCR USA, and PCCBC. The results of that investigation did not uncover any information indicating that the Company, CCR USA, or PCCBC disposed of or released any hazardous substances in or at the Lower Darby Creek Superfund Site.

Your information request identified the "Clearview Landfill, also known as Heller's Dump, . . . located at or near 83rd Street and Buist Avenue in Philadelphia, PA and bordering Darby Creek in Darby Township." We investigated available records to determine whether there once existed a relationship between the Company's and/or PCCBC's operations in the Philadelphia area and the Clearview Landfill. We determined that while numerous facilities have comprised PCCBC from 1958 to the present, we have no records of those facilities disposing any waste, including glass, syrups, or other liquids at the Clearview Landfill. Furthermore, any of the operations conducted by PCCBC, including any disposition of waste, glass, syrup, or liquid, between the years 1958 and 1976 occurred when PCCBC was an independent bottling system and not owned or controlled by either the Company or CCR USA.

We have very little information regarding the specific operations conducted by PCCBC during the years 1958 and 1976. As a system of bottling plants, PCCBC probably would have produced non-alcoholic beverage products for human consumption utilizing food-grade, non-hazardous substances. If any hazardous substances were present or any hazardous wastes were generated on-site, the amount of the same probably would have been small or de minimis in quantity and hazardous based on characteristics only (i.e., not listed hazardous waste). For example, wastewater generated at a "bottling plant" typically is not hazardous; and if for some reason it is, this usually is due to pH only which today is neutralized prior to discharge.

Beyond this, and based on currently available information, we would be speculating as to any operations or activities that may have occurred at any PCCBC facilities during the years 1958 to 1976. This time period was 35+ years ago and relevant records of the Company, CCR USA, and/or PCCBC other than limited historical information were probably destroyed per standard document retention policies. Furthermore, Clearview Landfill is not mentioned in any of our relevant records, whether historical in nature or current, nor were any current or former employees of the Company, CCR USA, and/or PCCBC consulted and/or interviewed as part of our investigation able to recall any connection between Clearview Landfill and any Company, CCR USA, and/or PCCBC facilities at any time. Finally, it is possible that the "glass and . . . syrup-type liquid" material noticed by the employee of Patrick Bizzari Hauling at the Clearview Landfill was generated and disposed of by another independent bottling facility in the Philadelphia area unaffiliated with PCCBC, and thus the Company and/or CCR USA. Prior to 2010 when CCR USA was created, there were numerous independent bottlers throughout the United States and possibly also in the Philadelphia area that were not then nor ever owned or controlled by PCCBC, the Company and/ or CCR USA. In addition, due to the nature of non-alcoholic beverage bottling operations like those of PCCBC and other

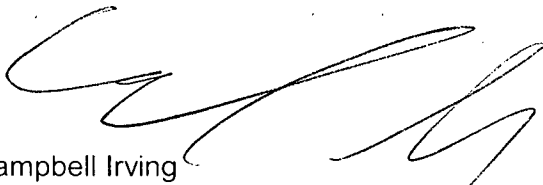
Maria Goodine
U.S. EPA, Region III
April 10, 2013
Page 3

independent bottlers as further explained elsewhere in this response, it is likely that the above reference "glass and . . . syrup-type liquid" material was non-hazardous in nature.

To conclude, we wish to expressly note that we do not have any information indicating and to the best of our current knowledge: (i) none of the Company, CCR USA, or PCCBC disposed of or released any hazardous substances or hazardous wastes at or in the Lower Darby Creek Superfund Site; (ii) none of the foregoing is a "potentially responsible party" or "PRP" at the Site; and (iii) none of the foregoing have any liability under CERCLA or otherwise at or relating to the Site. We also wish to reserve all available rights on behalf of the Company, CCR USA, and PCCBC.

Please do not hesitate to contact me per the below listed contact information if you have questions or if you wish to discuss anything further. If we obtain any additional information regarding a potential link or nexus between the Company, CCR USA, or PCCBC and the Lower Darby Creek Superfund Site, we will of course let you know.

Respectfully yours,



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CC: Bonnie Pugh, Esq. U.S. EPA, Region III
Joanna Marinelli, Chief, U.S. EPA, Cost Recovery Branch
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APPENDIX A

**RESPONSES TO SPECIFIC INFORMATION REQUESTS
BY THE COCA-COLA COMPANY ON BEHALF OF
"COCA-COLA REFRESHMENTS USA, INC."**

1. What is the current nature of the business or activity conducted by Coca-Cola in the Philadelphia area? What is the current address of any Coca-Cola facility in the Philadelphia area?

Response: The Coca-Cola Company (hereinafter referred to as the "Company") is a maker and marketer of non-alcoholic beverage products for human consumption. As part of that beverage manufacturing process, the Company formed Coca-Cola Refreshments USA, Inc. (hereinafter referred to as "CCR USA") in 2010 as a wholly-owned subsidiary of the Company in charge of North American operations. CCR USA oversees and controls our bottling system, which includes numerous formerly independently owned franchise bottlers. One of those formerly independently owned bottlers is the Philadelphia Coca-Cola Bottling Company (hereinafter referred to as "PCCBC").

PCCBC represents CCR USA's and the Company's active operations in the Philadelphia area. The Company acquired PCCBC in 1982, and then sold the ownership interest to an independent bottler located in New York. Between 1982 and 2008, the Company held a minority interest in PCCBC. In 2008, the Company once again acquired PCCBC, and in 2011 PCCBC was placed under the control and operations of CCR USA.

As a system of bottling plants, PCCBC produces and distributes some of our finished beverage products. The substances handled, used, transported, and/or generated from facilities producing and/or distributing our finished beverage products, including PCCBC, are mostly food-grade materials and typically do not qualify as hazardous substances. If any hazardous substances are present or if any hazardous wastes are generated on-site, the amount of the same probably would be small or de minimis in quantity and hazardous based on characteristics only (i.e., not listed hazardous waste). For example, wastewater generated at a "bottling plant" typically is not hazardous; and if for some reason it is, this usually is due to pH only which today is neutralized prior to discharge.

PCCBC is currently comprised of three bottling facilities in the Philadelphia area. These facilities are as follows:

Philadelphia Facility
725 East Erie Avenue
Philadelphia, Pennsylvania 19134

Marmora Facility
515 South Shore Road
Marmora, Upper Township, New Jersey 08223

Moorestown Facility
1250 Glenn Avenue
Moorestown, New Jersey 08057

Appendices B and C show the original deed and title commitments for the Philadelphia facility. **Appendix D** shows the original title policy for the Marmora facility, and **Appendix E** shows the original title policy for the Moorestown facility when it was initially located in Camden, New Jersey, and was then known as the Camden Coca-Cola Bottling Company.

2. What was the nature of your business or activity in the Philadelphia area between 1958 and 1976? Describe in detail.

Response: According to our records and to the best of our current knowledge, PCCBC, which represents the Company's and CCR USA's current operations in the Philadelphia area, was independently owned and operated from 1946 to 1982. In 1982, the Company first purchased the ownership rights to PCCBC. As such, we have very little information regarding the specific operations conducted by PCCBC during the years 1958 and 1976. Our records show that during those years, PCCBC operated two facilities located in Folcroft, Pennsylvania, and Lansdale, Pennsylvania, in addition to the Marmora, New Jersey, and Moorestown, New Jersey facilities that are still active. Both of the Folcroft and Lansdale facilities were closed and sold in 1997 and 1995, respectively.

Our records also indicate that in addition to any PCCBC facilities that were operational between 1958 and 1976, three other independently owned bottling franchises also conducted business at that time. Those three other facilities were the Coca-Cola Bottling Company of South Jersey, located at 459 North South Carolina Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "Atlantic City facility"), until it closed in 1971; the Camden Coca-Cola Bottling Company, located at Admiral Wilson Boulevard, Camden, New Jersey 08102 (hereinafter referred to as the "Camden facility"); and the Delaware Coca-Cola Bottling Company, located 100 Gray Avenue, Wilmington, Delaware 19805 (hereinafter referred to as the "Wilmington facility"), until it was sold in 1988. **Appendix F** is a record from the Beverage Bureau Book showing the Philadelphia, Atlantic City, and Camden facilities that operated between 1958 and 1976. Our internal records show the Camden facility moved to Moorestown, New Jersey in 1969, where it eventually became part of PCCBC.

Appendix E shows the original title policy for the Camden facility. Being independently owned during this time, we have very little information concerning these facilities and their operations between 1958 and 1976.

As bottling plants, PCCBC, the Atlantic City facility, the Camden facility, and the Wilmington facility probably would have produced non-alcoholic beverage products for human consumption utilizing food-grade, non-hazardous substances. If any hazardous substances were present or any hazardous wastes were generated on-site, the amount of the same probably would have been small or de minimis in quantity and hazardous based on characteristics only (i.e., not listed hazardous waste). For

example, wastewater generated at a "bottling plant" typically is not hazardous; and if for some reason it is, this usually is due to pH only which today is neutralized prior to discharge.

Beyond this, and based on currently available information, we would be speculating as to any operations or activities that may have occurred at any PCCBC facilities, the Atlantic City facility, the Camden facility, and the Wilmington facility during the years 1958 to 1976. This time period was 35+ years ago and relevant records of the Company, CCR USA, and/or PCCBC other than limited historical information were probably destroyed per standard document retention policies. Furthermore, neither the Atlantic City facility nor the Wilmington facility were ever owned or operated by the Company and/or CCR USA either as part of PCCBC or otherwise.

3. Identify all persons currently or formerly employed by Coca-Cola's Philadelphia area facilities who have or may have personal knowledge of your operations and waste disposal practices between 1958 and 1976. For each such person, state that person's job title, dates of employment, current address, and telephone number. If the current telephone number or address is not available, provide the last known telephone number or last known address of such person.

Response: We have no specific information responsive to this question. During our related internal investigation, we were not able to identify and/ or locate any former or current Company, CCR USA, or PCCBC employees with personal knowledge or information of any Philadelphia area operations and waste disposal practices between the years 1958 and 1976. For the purposes of our internal investigation, and in particular on issues concerning the current or more recent operations of PCCBC, the following persons were consulted and/or interviewed:

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Reginald Prime
Director, Environmental Affairs
Coca-Cola Refreshments USA, Inc.
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Atlanta, Georgia 30339
(770) 989-3144

Dale Norris
Plant Manager and Vice President of Manufacturing
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(215) 291-2630

Joseph Richardson
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Coca-Cola Refreshments USA, Inc.
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Hanover, MD 21076
(410) 684-7274

Dennis Veneri
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Alfred Anderson
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Michael Wall
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Stephen Fiore
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Coca-Cola Refreshments USA, Inc.
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Philadelphia, Pennsylvania 19134

(215) 651-0174

Brian Donnelly
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(215) 397-8438

Edward Doyle
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Coca-Cola Refreshments USA, Inc.
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Philadelphia, Pennsylvania 19134
(215) 783-9431

Michael Gallo
WHSE Operator
Coca-Cola Refreshments USA, Inc.
725 E Erie Avenue
Philadelphia, Pennsylvania 19134

Karen Mathern
Northeast Region Procurement Manager
Coca-Cola Refreshments USA, Inc.
1250 Glen Avenue
Moorestown, NJ 08057
(856) 685-8111

Joseph Ortlieb
Warehouse Manager
Coca-Cola Refreshments USA, Inc.
801 E Erie Avenue
Philadelphia, Pennsylvania 19134
(215) 427-6141

Edward Heether
Manager, Finance
725 E Erie Avenue
Philadelphia, Pennsylvania 19134
(215) 427-4528

Phillip Marchesani
Former CCR USA and PCCBC employee
(215) 651-0162

4. Identify every hazardous substance used, generated, purchased, stored, or otherwise handled at your Philadelphia area facilities between 1958 and 1976. With respect to each such hazardous substance, further identify:

Response: We have no specific information responsive to this question. Please see our response to Question 2 above.

We do not have any information indicating and to the best of our current knowledge: (i) none of the Company, CCR USA, or PCCBC disposed of or released any hazardous substances or hazardous wastes at or in the Lower Darby Creek Superfund Site (hereinafter referred to as the "Site"); (ii) none of the foregoing is a "potentially responsible party" or "PRP" at the Site; and (iii) none of the foregoing have any liability under CERCLA or otherwise at or relating to the Site.

- a. The process(es) in which each hazardous substance was used, generated, purchased, stored, or otherwise handled at Coca-Cola's Philadelphia area facilities;

Response: Please see our response to Question 2 above.

- b. The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such hazardous substance;

Response: Please see our response to Question 2 above.

- c. The annual quantity of each such hazardous substance used, generated, purchased, stored, or otherwise handled at Coca-Cola's Philadelphia area facilities;

Response: Please see our response to Question 2 above.

- d. The beginning and ending dates of the period(s) during which such hazardous substance was used, generated, purchased, stored, or otherwise handled at Coca-Cola's Philadelphia area facilities;

Response: Please see our response to Question 2 above.

- e. The types and sizes of containers in which these substances were transported and stored; and

Response: Please see our response to Question 2 above.

- f. The persons or companies that supplied each such hazardous substance to Coca-Cola.

Response: Please see our response to Question 2 above.

5. Identify all by-products and wastes generated, stored, transported, treated, disposed of, released, or otherwise handled at Coca-Cola's Philadelphia area facilities between 1958 and 1976. With respect to each such by-product and waste identified, further identify:

Response: We have no specific information responsive to this question. Please see our response to Question 2 above.

We do not have any information indicating and to the best of our current knowledge: (i) none of the Company, CCR USA, or PCCBC disposed of or released any hazardous substances or hazardous wastes at or in the Lower Darby Creek Superfund Site (hereinafter referred to as the "Site"); (ii) none of the foregoing is a "potentially responsible party" or "PRP" at the Site; and (iii) none of the foregoing have any liability under CERCLA or otherwise at or relating to the Site.

- a. The process(es) in which each such by-product and waste was generated, stored, transported, treated, disposed of, released, or otherwise handled at Coca-Cola's Philadelphia area facilities;

Response: Please see our response to Question 2 above.

- b. The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such by-product or waste;

Response: Please see our response to Question 2 above.

- c. The annual quantity of each such by-product and waste generated, stored, transported, treated, disposed of, released, or otherwise handled at Coca-Cola's Philadelphia area facilities;

Response: Please see our response to Question 2 above.

- d. The types, sizes and numbers of containers used to treat, store, or dispose of each such by-product or waste;

Response: Please see our response to Question 2 above.

- e. The name of the individual(s) and/or company(ies) that disposed of or treated each such by-product or waste; and

Response: Please see our response to Question 2 above.

- f. The location and method of treatment and/or disposal of each such by-product or waste.

Response: Please see our response to Question 2 above.

6. Did Coca-Cola ever contract with, or make arrangement with any of the following companies: Clearview Land Development Company, the Clearview Landfill, Heller's Dump, Richard or Edward Heller, Eastern Industrial Corporation, Tri-County Hauling, Patrick Bizzari Hauling, "Charles Crumbley," Ace Service Corp./ Ace Dump Truck, Edward Lawrenson, Inc., "Quickway," "Nu Way," "Bennie's Hauling," William Adams and Sons, "Al Gonnelli," Schiavo Brothers, Inc., "Maritime," Dorner Trash, Harway, Inc./ Warren Harmon, Inc., Northeast Disposal, Donald Vile, Inc., Disposal Corporation of America, "White Glove Trash" or any other company or municipality to remove or transport material from your facilities in the Philadelphia, Pennsylvania area for disposal between 1958 and 1976? If so, for each transaction identified above, please identify:

Response: We have no specific information responsive to this question. Please see our response to Question 2 above. None of the current and former Company, CCR USA, and PCCBC employees interviewed as part of our investigation recalled any of the companies listed in Question 6 doing business with any PCCBC facilities. It is possible that other independently owned bottlers such as the Atlantic City facility and the Wilmington facility contracted with one or more of these companies, but we have no record of any such agreement or arrangement. Neither the Atlantic City facility nor the Wilmington facility were ever owned or controlled by PCCBC, CCR USA, or the Company.

- a. The person with whom you made such a contract or arrangement;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- b. The date(s) on which or time period during which such material was removed or transported for disposal;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- c. The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- d. The annual quantity (number of loads, gallons, drums) of such material;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- e. The manner in which such material was containerized for shipment or disposal;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- f. The location to which such material was transported for disposal;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- g. The person(s) who selected the location to which such material was transported for disposal;

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- h. The individuals employed with any transported identified (including truck drivers, dispatchers, managers, etc.) with whom you dealt concerning removal or transportation of such material; and

Response: Please see our responses to Question 2 and, in general, Question 6 above.

- i. Any billing information and documents (invoices, trip tickets, manifests, etc.) in your possession regarding arrangements made to remove or transport such material.

Response: Please see our responses to Question 2 and, in general, Question 6 above.

7. Identify individuals employed by Coca-Cola's Philadelphia area facilities who were responsible for arranging for the removal and disposal of wastes, and individuals who were responsible for payments, payment approvals, and record keeping concerning such waste removal transactions between 1958 and 1976. Provide current or last known addresses and telephone numbers where they may be reached. If these individuals are the same person identified by your answer to Question 3, so indicate.

Response: We have no specific information responsive to this question. Please see our response to Question 3 above. During our related internal investigation, we were not able to identify and/ or locate any former or current Company, CCR USA, or PCCBC employees with personal knowledge or information of any Philadelphia area waste disposal practices and/ or transactions between the years 1958 and 1976.

8. For every instance in which Coca-Cola disposed of or treated material at Clearview or other areas of the Site, or arranged for the disposal or treatment of material at the Site, identify:

Response: We have no specific information responsive to this question. We do not have any information indicating that, and to the best of our current knowledge, any facilities owned and controlled by the Company, CCR USA, and/or PCCBC disposed of or treated any materials at the Clearview Landfill, Folcroft Landfill, or any other areas of the Site.

We interviewed numerous former and current, long-term employees of the Company, CCR USA, and PPCBC as part of our internal investigation. None of these individuals recalled any facilities within the Philadelphia area disposing of any waste, treating any materials, or having any relationship with or at the Clearview Landfill. It is possible that either the Atlantic City facility or the Wilmington facility disposed of waste and/or treated materials at the Clearview Landfill, however we have no records indicating the same. Neither the Atlantic City facility nor the Wilmington facility were part of PCCBC, and neither facility was ever owned or operated by Company and/or CCR USA.

We do not have any information indicating and to the best of our current knowledge: (i) none of the Company, CCR USA, or PCCBC disposed of or released any hazardous substances or hazardous wastes at or in the Site; (ii) none of the foregoing is a "potentially responsible party" or "PRP" at the Site; and (iii) none of the foregoing have any liability under CERCLA or otherwise at or relating to the Site.

a. The (date)s on which such material was disposed of or treated at the Site;

Response: Please see our general response to Question 8 above.

b. The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);

Response: Please see our general response to Question 8 above.

c. The annual quantity (number of loads, gallons, drums) of such material;

Response: Please see our general response to Question 8 above.

d. The specific location on the Site where such material was disposed of or treated; and

Response: Please see our general response to Question 8 above.

e. Any billing information and documents (invoices, trip tickets, manifests, etc.) in your company's possession regarding arrangements made to dispose of or treat such material at the Site.

Response: Please see our general response to Question 8 above.

9. Did Coca-Cola, or any other company or individual ever spill or cause a release of any chemical, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste at Clearview? If so, identify the following:

Response: We have no specific information responsive to this question. Please see our general response to Question 8 above.

a. The date(s) the spill(s)/ release occurred;

Response: Please see our general response to Question 8 above.

- b. The composition (i.e., chemical analysis) of the materials which were spilled/ released;

Response: Please see our general response to Question 8 above.

- c. The response made by you or on your behalf with respect to the spill(s)/ release(s); and

Response: Please see our general response to Question 8 above.

- d. The packaging, transportation, final disposition of the materials which were spilled/ released.

Response: Please see our general response to Question 8 above.

10. Did Coca-Cola or any person or entity on its behalf ever conduct any environmental assessments or investigations relating to contamination at Clearview? If so, please provide all documents pertaining to such assessments or investigations.

Response: We have no specific information responsive to this question. Please see our general response to Question 8 above.

11. If you have any information about other parties who may have information which may [sic] assist the EPA in its investigations at Clearview, or who may be responsible for the generation of, transportation of, or release of contamination at Clearview, please provide such information. The information you provide in response to this request should include the party's name, address, telephone number, type of business, and the reason why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.

Response: We have no specific information responsive to this question. Please see our general response to Question 8 above.

12. Identify the person(s) answering these questions on your behalf, including full name, mailing address, business telephone number, and relationship to the company.

Response: For the purposes of our internal investigation, the following individuals were consulted and/or interviewed:

Campbell Irving, Esq.
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725 E Erie Avenue
Philadelphia, Pennsylvania 19134
(215) 427-4528

Phillip Marchesani
Former CCR USA and PCCBC employee
(215) 651-0162

13. Provide the name, title, current address, and telephone number of the individual representing Coca-Cola to whom future correspondence or telephone calls should be directed.

Response: The Company and CCR USA representative whom you may contact is:

Campbell Irving, Esq.
Staff Attorney, Environmental Law & Global Marketing
The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
(404) 515-8009
cairving@coca-cola.com

14. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

Response: We have no specific information responsive to this question. Questions 3 through 7 specifically request information concerning Coca-Cola operations between the years 1958 and 1976. Questions 8 through 11 specifically request information concerning the use of, assessment of, and/or relationship with the Clearview Landfill. Our understanding, based on information presented by the Environmental Protection Agency, is that the Clearview Landfill and the adjacent Folcroft Landfill, also located at the Site, were closed in the mid-1970s.

As noted, our records indicate that during the 1958 to 1976 timeframe there were various independently owned bottling plants and facilities in the Philadelphia area, including PCCBC, the Atlantic City facility, the Camden facility, and the Wilmington facility. None of these facilities were owned, operated, and/or controlled by the Company or CCR USA between 1958 and 1976. In 1982, the Company first acquired PCCBC, only to then sell it to an independently owned bottler in New York. Not until 2008 would the Company again own and control PCCBC, and by 2011 PCCBC would be under the control and operation of CCR USA, the Company's wholly-owned subsidiary.

As such, any documents requested concerning operations between 1958 and 1976, as well as regarding any use of or relationship with either the Clearview Landfill or the Site, would have been under the possession and control of PCCBC, the Atlantic City facility, the Camden facility, or the Wilmington facility. None of these records would have been under the control or possession of the Company or CCR USA. It was not until six (6) years after this timeframe that any of these Philadelphia area plants and facilities came under the ownership of the Company.

a. Your document retention policy;

Response: We have no specific information responsive to this question. Please see our general response to Question 14 above. We have no currently available information concerning the document retention policies of PCCBC, the Atlantic City facility, the Camden facility, or the Wilmington facility between the years 1958 and 1976. As noted, those facilities were independently owned during that time.

The Company's current document retention policy dictates different retention timeframes for different types of documents. For example, Question 5 seeks information about various types of waste generated, stored, transported, treated, disposed of, or released from the Company's facilities. There could be numerous documents responsive to this question if it concerned any of the Company's, CCR USA's, or PCCBC's current practices. Documents concerning the destruction of trademarked materials are retained permanently by bottling plants, as are hazardous waste manifests. General information documents for both hazardous and solid waste, such as financial records and site inventories, are retained for the current year plus five (5) additional years. Questions 8 and 9 seek information concerning the use and relationship with the Clearview Landfill. If these questions requested Company or CCR USA controlled documents, then records of our third party contractors would likely be involved. Our document retention policy dictates that bottling plants retain such documents on-site until they are replaced by more current ones.

b. A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;

Response: We have no specific information responsive to this question. Please see our responses to Questions 14 and 14a above.

Our current document retention policy calls for shredding any documents that have passed their retention expirations. Documents stored at bottling plants, such as those comprising PCCBC, are shredded on-site by a third party.

c. A description of the type of information that would have been contained in the documents; and

Response: We have no specific information responsive to this question. Please see our responses to Questions 14 and 14a above.

- d. The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

Response: We have no specific information responsive to this question. Please see our responses to Questions 3, 14, and 14a above. During our related internal investigation, we were not able to identify and/ or locate any former or current Company, CCR USA, or PCCBC employees whose responsibilities would have concerned production of the requested documents, retention of the requested documents, or the destruction of the requested documents for any Philadelphia area facilities during the pertinent timeframe of 1958 to 1976 or during the operations of the Clearview Landfill.

APPENDIX B

FILE 106N13
19

No. 314—Free Single Copy—Typewriter Corporation
Printed and sold by The U. S. Bureau of Census, 11th St. and 1100 Walnut St., Phila.

This Indenture Made the 29th

day of January in the year of our Lord one thousand nine hundred and forty-six (1946) Between ELECTRIC REALTY CORPORATION, a

corporation of the Commonwealth of Pennsylvania

(hereinafter called the Grantor —), of the one part, and

THE PHILADELPHIA COCA-COLA BOTTLING COMPANY, a corporation of the State of

Delaware (hereinafter called the Grantee —), of the other part:

Witnesseth, That the said Grantor — for and in consideration of the sum of NINETY THOUSAND DOLLARS (\$90,000.00) lawful money of the United States of America, unto it — well and truly paid by the said Grantee — at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has — granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does — grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors — and Assigns, —

ALL THAT CERTAIN lot or piece of ground situate in the Thirty-third Ward of the City of Philadelphia, and described in accordance with a Survey and Plan thereof, made by Jos. F. Delany, Surveyor and Regulator of the Fifth District dated January 4th, 1946, as follows: —

BEGINNING at a point formed by the intersection of the northeasterly side of Erie Avenue (one hundred feet wide) and the northwesterly side of "G" Street (eighty feet wide); thence extending North seventy-eight degrees thirty-nine minutes West (N. 78° 39' W.) along the said northeasterly side of Erie Avenue four hundred and ten feet (410') to a point; thence extending North eleven degrees eight minutes thirty seconds East (N. 11° 08' 30" E.) five hundred and eleven feet and three-quarters of an inch (511' 3/4") to a point in the southwesterly right of way line of the Pennsylvania Railroad; thence extending along the said right of way line of the said Pennsylvania Railroad the two following courses and distances: (1) on the arc of a circle curving to the left, having a radius of nine hundred and fifty-five feet and two hundred and seventy-six one-thousandths of a foot (955.276') the arc distance of one hundred and seventy-six feet nine and one-half inches (176' 9 1/2") and (2) on the arc of a circle curving to the right having a radius of nine hundred and twenty-two feet and two hundred and seventy-six one-thousandths of a foot (922.276'), the arc distance of two hundred and thirty-eight feet three and three-quarters inches (238' 3-3/4") to a point on the northeasterly side of "G" Street; thence extending South eleven degrees eight minutes thirty

second test (S. 11° 09' 30" E.) along the said northerly side of "C" Street
five hundred and seventy feet ten inches (570' 10") to the first mentioned point
and place of beginning.

— BEING part of the same premises which JOHN C. ANDERSON, Singleman, by Indenture
bearing date the twentieth day of February, A.D. 1936, and recorded in the Office
for Recording of Deeds, &c., in and for the County of Philadelphia, in Deed Book
J.M.H. No. 3006, page 3, &c., granted and conveyed unto the said ELECTRIC REALTY
CORPORATION, in fee.

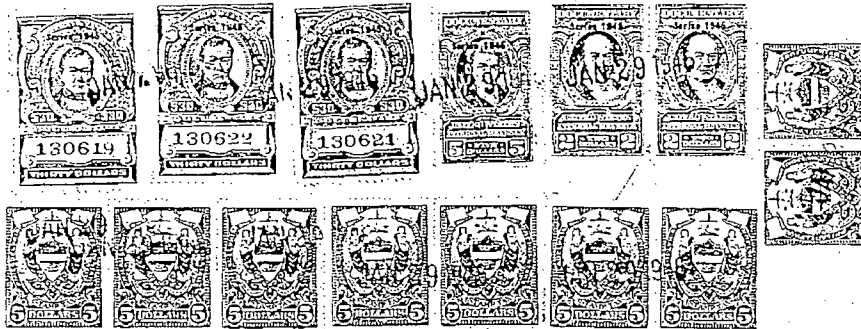


EXHIBIT 100

Together with all and singular the _____ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot- or piece - of ground above described, _____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors _____ and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors _____ and Assigns forever.

And the said Grantor for itself and its Successors _____ do set - by these presents covenant, grant and agree, to and with the said Grantee, its Successors _____ and Assigns, that it - the said Grantor and its _____ Successors, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors _____ and Assigns, against it _____ the said Grantor and its _____ Successors, and against all and every other Person and Persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under it, then _____ or any of them, Shall and Will.

WARRANT and forever DEFEND.

In Witness Whereof, the said ELIMIC REALTY CORPORATION has caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

Witness and Subscribed
in the presence of us:
H.C. O'Brien
Raymond W. Smith

ELIMIC REALTY CORPORATION
-By- *H.P. Rogers*
Vice-President

-Attest:-
T. J. [Signature]
Secretary

299.00 U.S.
Doc. Stamps

RECORDED Phila.
Doc. Stamps

Maria Goodine
U.S. EPA, Region III
April 10, 2013
Page 24

RECEIVED on the day of the date of the above Indenture of the above-named Grantee the sum of NINETY
THOUSAND DOLLARS (\$90,000.00) being the full consideration above mentioned.

WITNESSES AT SIGNING:
H. C. DeBenedictis
Raymond H. Smith

ELECTRIC REALTY CORPORATION

- BY - Chinner
Treasurer

ON THE 29th day of January, Anno Domini 1947, before me, the

subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in
Glenside, Monty Co.
personally appeared N. A. Sommer Secretary of ELECTRIC REALTY CORPORATION

who being duly sworn according to law, says that he was personally present at the execution of the within Indenture
and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or
corporate seal of the said Corporation; that the said Indenture was duly signed and delivered by H. B. Byrnes
Vice-President of the said Corporation as and for the act and deed of the said Corporation for the uses and purposes
therein mentioned, in pursuance of a Resolution of its Board of Directors adopted the
twenty-six day of December, A.D. 1946,
and that the names of this deponent as Secretary of

H. B. Byrnes as Vice-President of the said Corporation, subscribed to the within Indenture in
attestation of its due execution and delivery, one in their and each of their respective handwritings.

SWORN and subscribed before me, the day and year
aforesaid. Witness my hand and Notarial seal.

Donald R. Grossman
Notary Public

T. A. Sommer

My Commission expires: March 7, 1947

The residence of the within-named Grantee is

On behalf of said Grantee

958576
COMMONWEALTH TITLE COMPANY
OF PHILADELPHIA, PA.
EE-504-7

178819

— ELECTRIC REALTY CORPORATION —

— to —

THE PHILADELPHIA COLUMBIA
BUILDING COMPANY

PREMISES: Northwest corner High Street
and Erie Avenue,
33rd Ward,
Philadelphia,
Pennsylvania

7/1/47

ABSTRACTED
FEB 2 1946

RECORDED in the Office for Recording of Deeds in and for the County of Philadelphia
in Deed Book Q.J.2, No. 1146 page 101 &c.

CHARLES J. FORBES

WITNESS my hand and seal of Office this SECOND

Recorder of Deeds

day of

FEBRUARY

Anno Domini 1947

By

Deputy Recorder

APPENDIX C

1		3		5		7		9		11		13	
2		4		6		8		10		12		14	

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Effective Date November 1, 1985

Case No. LTI-85-P-10670

2. Policy or policies to be issued:

Amount \$ TO BE DISCLOSED

- (a)
☒ ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
☐ ALTA Residential Title Insurance Policy—1979

Proposed insured: **THE PHILADELPHIA COCA-COLA BOTTLING
COMPANY, A DELAWARE CORPORATION**

Amount \$ _____

(b) ALTA Loan Policy, 1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ _____

(c)
Proposed insured:


3. Title to the fee simple estate or interest in the land
described or referred to in this Commitment is at the effective date hereof vested in:

**THE PHILADELPHIA COCA-COLA BOTTLING COMPANY,
A DELAWARE CORPORATION**

4. The land referred to in this Commitment is described as follows:

SEE SCHEDULE "A", PAGE TWO, ATTACHED.

PHILADELPHIA METROPOLITAN OFFICE
Countersigned at PHILADELPHIA, PENNSYLVANIA


Authorized Officer or Agent
Form No. 91-881SCH. A)

Commitment No. LTI-85-P-10670
Schedule A—Page 1

This commitment is invalid unless
the Insuring Provisions and Sched-
ules A and B are attached.

SCHEDULE "A", PAGE TWO

ALL THAT CERTAIN lot or piece of ground Situate in the Thirty-third Ward of the City of Philadelphia and described in accordance with a Survey and Plan thereof, made by Jos. F. Delany, Surveyor and Regulator of the Fifth District, dated January 4, 1946, as follows:

BEGINNING at a point formed by the intersection of the northeasterly side of Erie Avenue (one hundred feet wide) and the northwesterly side of "G" Street (eighty feet wide); thence extending North seventy-eight degrees thirty-nine minutes West (N. 78° 39' W.) along the said northeasterly side of Erie Avenue four hundred and ten feet (410') to a point; thence extending North eleven degrees eight minutes thirty seconds East (N. 11° 08' 30" E.) five hundred and eleven feet and three-quarters of an inch (511' 3/4") to a point in the southwesterly right of way line of the Pennsylvania Railroad; thence extending along the said right of way line of the said Pennsylvania Railroad the two following courses and distances: (1) on the arc of a circle curving to the left, having a radius of nine hundred and fifty-five feet and two hundred and seventy-six one-thousandths of a foot (955.276') the arc distance of one hundred and seventy-six feet nine and one-half inches (176' 9 1/2") and (2) on the arc of a circle curving to the right having a radius of nine hundred and twenty-two feet and two hundred and seventy-six one-thousandths of a foot (922.276'), the arc distance of two hundred and thirty-eight feet three and three quarters inches (238' 3-3/4") to a point on the northwesterly side of "G" Street; thence extending South eleven degrees eight minutes thirty seconds West (S. 11° 08' 30" W.) along the said northwesterly side of "G" Street five hundred and seventy feet ten inches (570' 10") to the first mentioned point and place of beginning.

BEING the same premises which Electric Realty Corporation, a Pennsylvania Corporation, by Deed dated January 29, 1946 and recorded in the Office for the Recording of Deeds in and for the City of Philadelphia, Commonwealth of Pennsylvania in Deed Book CJP 1146 page 101, granted and conveyed unto The Philadelphia Coca-Cola Bottling Company, a Delaware Corporation, its successors and assigns, in fee.

Lauryers Title Insurance Corporation
National Headquarters
Richmond, Virginia

SCHEDULE B—Section 1
Requirements

The following are the requirements to be complied with

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c) Produce tax receipts for the following years:
1984
1985

1985 ASSESSMENT - \$ _____

Item (d) Produce water and sewer receipts for the following:

DEPARTMENT TO REPORT

Item (e) Possible water and sewer rents from _____, the date of the last reading; billings since that time have been issued on an estimated usage.

Item (f) Sufficient evidence to be produced to remove the following:

MORTGAGE(S): \$1,500,000.00 The Philadelphia Coca-Cola Bottling Co. to Fidelity Philadelphia Trust Company, Trustee, dated 4-1-1946 and recorded 5-24-1946 in Mortgage Book CJP 787 page 329. (Mortgage covers N.W. corner 33rd and Dickinson St. and N.E. corner Erie Ave. and N.W. of "G" St. and various additional properties) First Supplemental Mortgage recorded 6-29-1948 in Mortgage Book CJP 1378 page 105.

JUDGMENT(S): Bernard-Lawyer and Rochelle McCoy -v- Phila. Coca-Cola Bottling Co. (Erie and "G" Sts.)
C.P. March Term, 1984, #2270, filed 1-21-1985, \$13,585.59

Thomas, Angelina and Daisey Rivera -v- Phila. Coca-Cola Bottling Co. (no address)
C.P. August Term, 1974, #2810, filed 4-16-1981, \$182,500.00

Nicholas-Meli -v- Phila Coke Inc. (4501 Richmond St.)
C.P. January Term, 1981, #539, filed 12-22-1981, \$4,000.00.

MECHANICS AND
MUNICIPAL CLAIM(S):

None

Item (g) Certified copy of Articles and Certificate of Incorporation of The Philadelphia Coca-Cola Bottling Company, a Delaware Corporation to be produced and filed with this Company.
CONTINUED.....

This commitment is invalid unless
the Insuring Provisions and Sched-
ules A and B are attached.

Form No. 91-88 (8-1)

Schedule B-Section 1-Page 1-Commitment No. LTI-85-P-10670

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B-I cont'd.

CONTINUED:

Item (h)

Corporate Taxes due the Commonwealth of Pennsylvania by Philadelphia
Coca-Cola Bottling Company, a Delaware Corporation. (SEARCH
ORDERED)



Schedule B-I Page 2 No. LTI-85-P-10670

035-1-999-0040/2

ORIGINAL

Printed in U.S.A.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B—Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Terms and conditions of any unrecorded lease or rights of parties in possession.
3. Easements or servitudes apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
4. Any lien or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto.
6. Rights of the Railroad to elevate, depress and maintain its tracks at the Northern title line of premises.
7. Claims arising from any act, thing or trust relationship undisclosed of record, done, created, suffered or permitted by the corporation in which title is vested.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Form No. 31-88 (8-2)

Schedule B-Section 2-Page 1-Commitment No. LTJ-85-P-10670

ORIGINAL

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Ray Smith

Secretary

APPENDIX D

Issued with Policy No.



(a stock company)

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA

POLICY OF TITLE INSURANCE

POLICY NUMBER

101-377084

SCHEDULE A

Amount of Insurance: \$ 98,000.00

File No. R249624 NJ

Premium:

Date of Policy: 31st day of January, 1978, at M.

1. Name of Insured:

THE PHILADELPHIA COCA-COLA BOTTLING COMPANY

2. The estate or interest in the land described herein and which is covered by this policy is

Owners in fee as their interest may appear and is at Date of Policy vested in:
The Philadelphia Coca-Cola Bottling Company, by deed from John N. Davis,
III and Eleanor K. Davis, his wife, dated January 27, 1978 and recorded
January 31, 1978 in Deed Book 1396 page 533.

3. The land referred to in this policy is described in the said instrument, is situated in the County of Cape May
Upper Township, State of New Jersey, and is identified as
follows:

Being Tract #1 - BEGINNING in the Southeasterly line of Seashore Rd.
(NJ State Highway Rt. #9, 66 feet wide) 753.68 feet Northeast-
wardly as measured along the Southeasterly line of said highway
from the extended center line of Meeting House Rd., also known
as Church Rd. and extending thence from said beginning point;
(1) Along the Southeasterly line of Seashore Rd., North 41° 16
minutes East 105.36 feet to the Westerly corner of Lot #38 of
Upper Township Tax Block #429; thence

Tract #2 - BEGINNING at a concrete monument in the Southeasterly
line of Seashore Rd. (NJ State Highway Rt. #9, 66 feet wide) said
beginning point being in the division line between Lot 53 of
Upper Township Tax Block 429, now or formerly lands of A. Cobello
on the Northeast and the herein described Lot 38 on the Southwest
and runs thence;

(1) Along Lot 53 and Lot 37, now or formerly land of Joseph
Montoro, South 31° 8 minutes East 1,597.66 feet to a concrete
monument in the Southwesterly right of way line of Garden
State Parkway; thence

ac

Countersigned:

Robert M. Thurler
Authorized Officer or Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when Schedule A is countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Edward Schmitt
Secretary

By

John B. Tompkins
President



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

Policy No. 101-377084

SCHEDULE B

File No. R249624 NJ

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Caption premises may be liable for additional assessment for taxes for 1978 upon any improvements erected or constructed since October 1, 1977. See P.L. 1941, Chapter 397, approved December 27, 1941.
4. Taxes for the last half of Lot #38 for 1978 are unpaid.
Taxes for Lot #38-A for 1978 are unpaid.
5. Possible State Transfer Inheritance Tax due the State of New Jersey under provisions of N.J.S.A. 54:34-1 (c) by Margaret E. Segal grantor in Deeds to John M. Davis, III and Eleanor K. Davis, his wife, in the event of her death within three years from the execution date of aforementioned deeds. Company will require proof said conveyances were not made in contemplation of death.
6. Subject to the rights of the New Jersey Highway Authority to maintain slopes, cuts, embankments; as well as the right to appropriate abutting lands necessary for ramps, tunnels, etc., and for all other purposes and facilities necessary for maintenance of the roadway.
7. Rights of access to Garden State Parkway not insured.
8. Slope, drainage and grading rights of the State of New Jersey over that part of the insured premises abutting State Highway Route #9.
9. Company insures use of accessment as set forth in Deed to insured, recorded in Deed Book 1396 page 533.

CONDITIONS AND STIPULATIONS

(Continued)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any

improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to such such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, 1310 Walnut Street, Philadelphia, Pennsylvania 19102



COMMONWEALTH LAND

(a stock company)

TITLE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA

ENDORSEMENT

R249624 NJ

To be annexed to and form a part of Commitment/Policy No. - 101-377084

, insuring

THE PHILADELPHIA COCA-COLA BOTTLING COMPANY

as set forth in said Commitment/Policy.

The said Commitment/Policy is hereby amended in the following manner:

SCHEDULE A

3. The land referred to in this policy is described in the said instrument, is situated in the County of Cape May, Upper Township, State of New Jersey, and is identified as follows:

ALL those tracts or parcels of land and premises, situate, lying and being in the Township of Upper in the County of Cape May, and State of New Jersey, more particularly described as follows:

TRACT #1 - BEGINNING in the Southeasterly line of Seashore Road (NJ State Highway Route 9, 66 feet wide) 753.68 feet Northeastwardly as measured along the Southeasterly line of said highway from the extended center line of Meeting House Road, also known as Church Road and extending thence from said beginning point

- (1) Along the Southeasterly line of Seashore Road, North 41° 16 minutes East 105.36 feet to the Westerly corner of Lot #38 of Upper Township Tax Block 429; thence
- (2) Along said lot, South 31° 08 minutes East, 1613.06 feet to the Northwesterly right of way line of Garden State Parkway; thence
- (3) Bounding thereon South 35° 25 minutes 20 seconds West 143.41 feet to a concrete monument at an angle point in said Northwest-

Nothing herein contained shall be construed as extending or changing the effective date of said Commitment/Policy, unless otherwise expressly stated.

(continued)

IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 1st day of May A.D. 19 78

Countersigned

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By

Rosa M. Thurston
Authorized Officer or Agent



By

John B. Trembold
President

Attest:

Edward A. Schmidt
Secretary

FORM 200 (CONTINUATION - 3 PART)

COMMONWEALTH LAND TITLE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

File No. R249624 NJ

Policy No. 101-377084

Schedule A - continued, page 2

erly line of Garden State Parkway having coordinates based on New Jersey Plane Coordinate system if North 151,362 feet and East 2,002,502 feet; thence

- (4) Still along said Northwesterly line, South 31° 19 minutes 43 seconds West 83.19 feet; thence
- (5) Along the division line between lot 38B and Block 429 on the Southwest and the herein described Lot 38A on the Northeast North 30° 22 minutes West 1368.74 feet; thence
- (6) Still along the same North 41° 16 minutes East 86.92 feet; thence
- (7) Still along the same North 30° 22 minutes West 281.91 feet to the place of beginning.

CONTAINING within these bounds 6.29 acres of land be the same more or less. BEING Lot 38.02 of Upper Township Tax Block 429.01.

TRACT #2 - BEGINNING at a concrete monument in the Southeasterly line of Seashore Road (NJ State Highway Route 9, 66 feet wide) said beginning point being in the division line between Lot 53 of Upper Township Tax Block 429, now or formerly lands of A. Cobello on the Northeast and the herein described Lot 38 on the Southwest and runs thence

- (1) Along Lot 53 and Lot 37, now or formerly land of Joseph Montoro, South 31° 8 minutes East 1,597.66 feet to a concrete monument in the Southwesterly right of way line of Garden State Parkway; thence
- (2) Along said line South 35° 25 minutes 20 seconds West 144.16 feet to the Easterly corner of Lot 38A; thence
- (3) Along the division line between Lots 38 and 38A North 31° 8 minutes West 1,613.06 feet to the Southeasterly line of Seashore Road; thence
- (4) Bounding thereon, North 41° 16 minutes East 138.76 feet to the place of beginning.

continued

ORIGINAL

FORM 2001 (CONTINUATION - 3 PART)

COMMONWEALTH LAND TITLE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

File No. R249624 NJ

Policy No. 101-377084

Schedule A - continued, page 3

CONTAINING within these bounds 4.87 acres of land be the same more or less.

BEING Lot 38.01 of Upper Township Tax Block 429.01.

TOGETHER with the following described easement:

BEGINNING at a stone at the Northerly corner of Lot 39 of Upper Township Tax Block 429.01, in the Southeasterly line of Seashore Road, New Jersey State Highway Route 9 (66 feet wide) and runs thence

- (1) Along the Northeasterly line of Lot 39 South 30° 22 minutes East 229.23 feet to a concrete monument at the Easterly corner of said Lot 39; thence
- (2) Along the Southeasterly line of Lot 39, South 41° 16 minutes West 86.92 feet to a concrete monument; thence
- (3) Along lots 40.02 and 40.01 of said Block 429.01 South 30°, 22 minutes East 1035.09 feet to a point in the Northeasterly line of Lot 40.01, which point is 1200 feet Southeastwardly from the Southeasterly line of Seashore Road when measured at right angles therefrom; thence
- (4) Parallel with said line of Seashore Road, North 41° 16 minutes East 52.68 feet to the division line between Lots 38.02 and 38.03; thence
- (5) Along said division line parallel with and 50 feet Northeastwardly from the third course herein when measured at right angles therefrom, North 30° 22 minutes West 982.41 feet to a corner 50 feet Southeastwardly from the second course herein when measured at right angles therefrom; thence
- (6) Still along said division line North 41° 16 minutes East 86.92 feet; thence
- (7) Still along said division line between Lots 38.02 and 38.03 North 30° 22 minutes West 281.91 feet to the Southeasterly line of Seashore Road; thence

Continued
ORIGINAL

FORM 2001 (CONTINUATION - 3 PART)

COMMONWEALTH LAND TITLE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA

File No. R249624 NJ

Policy No. 101-377084

Schedule A - continued, page 4

(8) Bounding thereon South 41° 16 minutes West 52.68 feet to the place of beginning.

BEING an easement, 50 feet in width over that portion of Lot 38.03 of Upper Township Tax Block 429.01, formerly Lot 38B of Block 429 which extends from the Southeasterly line of Seashore Road to a line parallel thereto and 1200 feet Southeastwardly when measured at right angles therefrom.

The purpose of the foregoing easement is to provide the Grantee, its successors and assigns, access to the Southeasterly portion of the premises hereinabove conveyed in the event that the premises being conveyed are in the future subdivided. Neither the Grantors nor their heirs or assigns shall be responsible for the maintenance of said right-of-way. In addition to the right to cross and recross the said easement for the purpose of access as aforesaid, the Grantee, its successors and assigns, shall have the right to maintain underground utilities within the said easement.

ORIGINAL

APPENDIX E

AMERICAN LAND TITLE ASSOCIATION Owner's Policy—Standard Form B—1965 Form B—1965 1-1

West Jersey Title and Guaranty Company
CAMDEN, NEW JERSEY

App. No. 225017 Policy No. 288442 Amount, \$ 65,650.00

WEST JERSEY TITLE AND GUARANTY COMPANY, a corporation organized under the Laws of the State of New Jersey hereinafter called the Company, for a valuable consideration

Hereby Insures
CAMDEN COCO-COLA BOTTLING CO., corporation under and by virtue of the laws of the State of New Jersey,

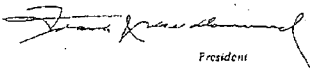
hereinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation against loss or damage not exceeding SIXTY FIVE THOUSAND SIX HUNDRED FIFTY - - - - - Dollars, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

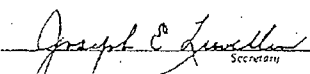
any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or unmarketability of such title; or lack of a right of access to and from the land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations here-to annexed; all as of the sixteenth day of November, 1964, the effective date of this policy.

If this Owner's Policy is issued in conjunction with a Mortgagee Title Policy, insuring the lien of a mortgage shown in Schedule B hereof, the amount which may otherwise become payable hereunder shall be automatically reduced by the amount of any loss paid by this Company under the said Mortgagee Policy.

IN WITNESS WHEREOF, WEST JERSEY TITLE AND GUARANTY COMPANY has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers.


President


Secretary

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is: Estate in fee simple.
2. Title to the estate or interest covered by this policy at the date hereof is vested in the Insured. By Deed from Price Construction Co., Inc., dated November 12, 1964, re-corded November 16, 1964, in the Clerk's Office of Burlington County in Book 1577 of Deeds, page 839.
3. The land referred to in this policy is described as follows:
Premises situate in the Township of Moorestown, County of Burlington and State of New Jersey described as set forth in Deed above mentioned.

This policy does not insure against loss or damage by reason of the following:

1. RIGHTS public or private, if any, in that part of insured premises lying North of the curve having a radius of 30 feet at the intersection of Glen and Crider Avenues, as shown on survey dated October 14, 1964, made by Harry B. Bowman, P. E. and L. S.

For all the terms of this contract, and other matters relating to it, reference is made to the policy form which is attached hereto and which shall govern in the event of any conflict between the two.

OFFICERS

Warren C. Essey Frank J. McDermogh
Chairman of the Board President

Alexander Pauline Raymond D. Hagan
V. P. & General Counsel V. P. & Treasurer

V. P. & Asst. Secretary
Joseph E. Lawless James J. Traynor, Jr.
Sergeant-At-Large Asst. Treasurer

Edmund A. Tolan Title Officer

Alvin C. Lewis Asst. Title Officer

Alvin C. Lewis V. P. & Asst. Secretary

Asst. Secy & Asst. Title Officer

Corporate & Securities Counsel

DIRECTORS

Ernest L. Burch Harold W. Howell

William W. Chabert Raymond H. Heston

Al. LeRoy Galt Richard J. Johnson

Joseph J. Gault Frank J. McDermogh

Warren C. Essey William L. Rogers, Jr.

Alexander Pauline Alexander J. Rosenfeld

Henry S. Thane Harrison L. Todd

M. F. Van Handel, Jr.

State-wide Title Service
in
New Jersey, Pennsylvania,
Delaware and Hawaii
Financial Statement upon request

Owner's Policy
of
Title Insurance

West Jersey Title
and
Guaranty Company
Camden, New Jersey

APPENDIX F

FROM BEVERAGE BUREAU BOOK

1956

Atlantic City, NJ

COCA COLA BOTTLING CO. OF SOUTH JERSEY JW
S. 1929 M. 1762 Phone 689-344-5189 L-E
(See The Coca Cola Botg. Co. of Bridgeton.
Bridgeton, N. J.)
(Also Tab & Spelle)
Charles H. Munyan, Pres.
Harbert H. Bonds, Mgr.
459 North South Carolina Ave. BR401

Camden, NJ

CAMDEN CAMDEN COCA COLA BOTTLING COMPANY
117.159 S. 1925 M. 1534 Phone 689-453-5060
(Camden) Chapman S. Root, Pres.
Joseph A. Lovett, Mgr.
Admiral Wilson Blvd., P. O. Box 368 92102

Philadelphia, PA

PHILADELPHIA COCA COLA BOTTLING CO., THE*
S. P. 1920 M. 12/55 Phone 215-423-3000
(See Associated Coca Cola Botg. Plants, Inc.,
Daytona Beach, Fla.)
(Also Sun Rise)
Chapman S. Root, Pres.
William L. Mustard, Vice-Pres. & Gen. Mgr.
33rd & Reed Sts. 19146 &
Erie Ave. & "G" St. 19134

1969

MOORESTOWN CAMDEN COCA-COLA BOTTLING COMPANY
13, 100 S. 1936 M. 1936 Phone 609-235-5850
(Burlington) (See Associated Coca-Cola Bottling Co.,
Inc., Daytona Beach, Florida)
(Also Fanta, Fresca & Tab)
Berrien D. Sutton, President
Joseph A. Lovett, Manager
1250 Glen Avenue, P. O. Box 186 08057

PHILADELPHIA COCA-COLA BOTG. CO., THE*
I SP 1920 M 12/55 Phone 215/423-6300
(See Associated Coca-Cola Botg. Co.,
Inc., Daytona Beach, Fla.)
* (Sprite, Tab, Fanta, Fresca & Dr
Pepper Botg. Co. of Philadelphia)
Berrien D. Sutton, President
William L. Mustard, Vice Pres. & Gen. gr.
Mgr.
Erie Avenue & "G" Street 19134
Philadelphia, Pennsylvania

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